

Louis LaTorre, Senior Director
Social Services/dra

AGENDA ITEM SUMMARY

DIVISION: COMMUNITY SERVICES

DEPARTMENT: SOCIAL SERVICES

ITEM BACKGROUND: The approval of the Memorandum of Understanding will allow assurances from the Provider (Summit Home Respiratory Services) that they will cooperate with Monroe County, the lead agency in its performance of duties under Monroe County's Case Management contract with the Home and Community Based Services Waiver through the Alliance of Aging.

CONTRACT/AGREEMENT CHANGES: N/A

TOTAL COST: N/A
COST TO COUNTY: N/A

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Memorandum of Understanding
(MOU) with Summit Home Respiratory Services

Effective Date: 01/21/2004

Expiration Date:

Contract Purpose/Description: This Memorandum of Understanding (MOU) will allow assurances from the Provider (Summit Home Respiratory Services) that they will cooperate with Monroe County, the lead agency in its performance of duties under Monroe County's Case Management contract with the Home and Community Based Services Waiver through the Alliance for Aging.

Contract Manager: Deloris Simpson *[Signature]* 4589 Social Services/Stop 1
(Name) (Ext.) (Department/Stop #)

For BOCC meeting on 1/21/04 Agenda Deadline: 1/6/04

CONTRACT COSTS

Total Dollar Value of Contract: \$-0-

Current Year Portion: \$ _____

Budgeted? Yes X No

Account Codes:

Grant: \$ -0-

County Match: \$ -0-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr
(Not included in dollar value above)

For: _____
(eg. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	12/29/03	Yes <input checked="" type="radio"/> No <input type="radio"/>	<i>[Signature]</i>	12/29/03
Risk Management	12/29/03	Yes <input checked="" type="radio"/> No <input type="radio"/>	<i>[Signature]</i>	12/29/03
O.M.B./Purchasing	12/29/03	Yes <input checked="" type="radio"/> No <input type="radio"/>	<i>[Signature]</i>	12/29/03
County Attorney	1/05/04	Yes <input checked="" type="radio"/> No <input type="radio"/>	<i>[Signature]</i>	1/05/04

Comments: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered this 21 day of January 2004 2003, by and between Monroe County (County) and Summitt Home Resp. (Provider).

WHEREAS, Monroe County has entered into a contract with the Alliance for Aging, Inc. to provide case management services for the Home and Community Based Services Aged and Disabled Adult Medicaid Waiver and Assisted Living for Frail Elderly Medicaid Waiver programs; and

WHEREAS, the County is required to develop and implement a plan of care for each consumer, reevaluate the plan periodically, refer consumers to qualified service providers, issue written service authorizations to service providers, evaluate the quality of services and service documentation by the service provider, and monitor service providers for adherence to authorized care plans and authorized reimbursement rates; and

WHEREAS, County needs assurances from Provider that the Provider will cooperate with County in its performance of its duties under its case management contract;

NOW THEREFORE, the Parties agree as follows:

1. Provider has been listed by the Alliance for Aging, Inc. on the choice of provider list.
2. Provider shall accept referrals from County for the Home and Community Based Service Medicaid Waiver consumers who chooses the Provider for services under this program.
3. Provider shall supply only those services specifically outlined in the plan of care and authorized by County.
4. Provider shall adhere to a separate referral agreement between the area Alliance on Aging for Planning and Service.
5. Provider shall immediately notify County of staffing shortfalls which will negatively impact provision of service to Medicaid Waiver consumers.
6. Provider shall make available such reports to the County as are required for the case management agency in the DOEA Client Services Manual as well as the Aged/Disabled Adult Waiver Guidelines and the Medicaid Provider Reimbursement Handbook.
7. County shall adhere to the provisions of the Home and Community Based Waiver Case Management Referral Agreement between it and the Alliance for Aging, Inc.
8. County shall develop and implement a plan of care for the consumer.

9. County shall refer consumers to any qualified service provider as selected by the consumer.
10. County shall monitor service provider for adherence to authorized care plans and authorized reimbursement rates as well as evaluate quality of services and service documentation by the Provider.
11. Provider covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Provider or any of its Subcontractor(s) to any of the clients whom are referred by County to Provider and which are occasioned by the negligence, errors, or other wrongful act or omission of the Provider or its Subcontractors in any tier, their employees, or agents.
12. Should County determine that the Provider is in breach of any of its obligations under this agreement or failing to provide satisfactory services under a care plan, County shall notify the Alliance for Aging, Inc. and the Provider of such breach or deficiency.

WHEREFORE, the parties hereto have caused the above presents to be executed by their duly authorized representatives.

ATTEST:
DANNY L. KOLHAGE, Clerk

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Summit Home Respiratory
By: *Keith E. Glasch*, Inc.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 4/23/03 110504